

EXHIBIT A

REDACTED

EXHIBIT B

1
2 UNITED STATES BANKRUPTCY COURT
3 SOUTHERN DISTRICT OF NEW YORK

4 _____ X
5 IN RE: QUIGLEY COMPANY, INC.

6 Debtor.

7 _____ X
8
9 4000 Ponce de Leon Boulevard
10 Coral Gables, Florida
Monday, March 30, 2009
1:50 p.m. - 4:50 p.m.

11
12 DEPOSITION OF JAMES L. FERRARO
13

14 Taken before RANDI GARCIA, Registered
15 Professional Reporter, Court Reporter and Notary
16 Public in and for the State of Florida at Large,
17 pursuant to Notice of Taking Deposition filed in the
18 above cause.
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25

JAMES L. FERRARO

dissolved -- perhaps not the right word -- at least terminated around 2001?

A I don't know the exact date they terminated CCR. I really don't recall the date. I know it was a while ago.

Q Do you recall after that point in time that there came a point in time when you have, on behalf of your clients, would negotiate directly with Pfizer to resolve claims that you represented against both Quigley and Pfizer?

A Yes. CCR, when they broke up you had to go out and deal with all the pieces. That is what firms did. There were like, I think there were 20 firms or 20 defendants that were part of the Center for Claims Resolution.

Q And, in fact, on behalf of your clients, after the CCR terminated dissolved, whatever, you did in fact negotiate at least some settlements with Pfizer directly, before this particular deal we have been talking about?

A We probably did some. I would have to go back and see. You have to understand the dynamics of asbestos litigation at that time. You also had the beginning of the bankruptcy age. So you had a

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lot of firms that were not just threatening to go into Chapter 11, but actually were.

What would happen over time -- this is an evolving type of litigation, where in the early years everyone was jumping on John Manville. That is what most firms did. They would beat up on John Manville. They filed in '82. They then started looking at other defendants.

Some of our tradesman are exposed -- could be exposed to 100 different products. But we clearly can't go out and investigate 100 products, especially if you're going to try a case. Your total damages are what they are. So it doesn't behoove us to go out and try to find everything. Most the time the workers can't remember. It all depends on a case by case basis.

What happens is a very viable defendant that has very bad documents or whatever, that is getting hit all the time, now they file. So we start to investigate other defendants. For instance, Owens Corning became popular. They were popular for a long time. Then the case got worked out. A lot of other plaintiff firms got the documents from the firm that first worked it up.

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Everyone started trying cases against Owens Corning because it was easier. The documents were out there. Then they filed, and the focus starts to turn to some companies like Union Carbide, and go, wow, look at the documents that are out there on Carbide. We should have been doing them for the last 20 years. That is the nature of this business.

The ones I consider to be more of pioneers, the ones that are going out there and digging up documents, and I don't say finding new defendant, because a lot of them are already in litigation but they are not in place, so to speak.

So as you get more bankruptcies, new entities come into play. Pfizer -- I am sure Pfizer was very, very upset the day CCR broke up.

Because now firms are starting to look at Pfizer and Quigley. They never did before. CCR to me was the best kept secret for defendants in the history of this litigation.

Every defendant that was part of the CCR, they let that thing fall apart. I mean, they should go to Gallo's, because it was the best deal you could possibly get. All the plaintiff's bar would consider CCR like one defendant. They were 20

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different companies.

Once they broke up, now they have a serious problem. Pfizer has a big serious problem. Because now we are looking at them. We are looking at Carbide. We are looking at all individual pieces. Some of those pieces went into bankruptcy, like GAF, Armstrong. That is how this evolved.

You can't sit there and give a point in time and say 2001 or 2002 you did a settlement with Pfizer for this amount of money, and say that that has any relationship to what happened in 2004. By 2004 the numbers probably start getting ready to go up, and they know it. We are looking at it. We got the little red dot from our rifle right on your forehead. You see that red dot and you say you better doing something, because they are looking at us. That is how this works.

Q If I were to represent to you that based on information provided to us during the course of discovery by Pfizer, specifically their database of claims settled, specifically in the period after the CCR terminated them before this particular settlement deal was done, that the average settlement value of mesothelioma claims that your

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to be in the future. That is what 524B is in essence about. It is a different type of situation.

And say that the insurers have 4 billion to put into the trust. We have to decide how much of that is for now for the current claimants and how much is for the future. It is also a strange thing because as plaintiff lawyers we know we are going to represent people in the future, but we don't represent them now. So at the time you do these deals, you only represent who your clients are. You can't represent in the future. The future rep has to take care of the future. We can't take care of the future. We don't know who they are. We don't know if we are going to represent them. In reality we know we are going to. We hope the future rep and present rep can do something that makes sense going forward. That is it. That is what it's all about.

Q Are you also aware under 524G that it is possible for a non-debtor to receive protection through injunction issued by the Bankruptcy Court from future lawsuits based upon asbestos liability of its subsidiaries?

MR. WILSON: Object to form, as to characterization.

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THE WITNESS: Yes. They can do it. You can ask the Bankruptcy Court for a lot of things. Doesn't mean you're going to get it, but you can get it.

BY MR. STOLL:

Q Are you aware or familiar with the requirements necessary in order for a plan to be confirmed under 524G?

MR. WILSON: Objection as to form.

THE WITNESS: In a broad sense, the future -- you have to have an agreement between the future and the present. And you also need, in the present you need a 75 percent vote from the present. That is not future. They have to confirm. That is basic. That is just a very basic part of 524G.

Q So you knew well at the time you were negotiating this particular settlement agreement?

A Absolutely, as did every major plaintiff's firm in the United States. This is not the bankruptcy to come down the pike. The 524G wasn't invented for this bankruptcy. It was not passed for this bankruptcy. It was already there for the prior bankruptcy.

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Q Right. So then turning back to section 4.1, page 16 of Exhibit 5, specifically 4.1D.

A Weren't we just there?

Q Yes. We are going back. So here it says again that "each settlement plaintiff will have a appeared in court and filed papers to support any action by Pfizer or Quigley to enjoin further prosecution of claims or personal injuries." See that?

A I see it.

Q What was your understanding of what your responsibility was on behalf of your clients with respect to section 4.1D?

A We are the plaintiff's counsel. That is what they are referring to through its plaintiff's counsel. We acted on behalf of our clients. We are going protect the interest of our clients. We want to protect our deal for our clients, and part of it is that our clients would vote in favor of them.

We recommended it that way to our clients very specifically. And we in turn honored the deal. The deal is that we are going to vote in favor of the plan, or our clients are going to vote in favor of the plan. You're going to get some that may not.

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That happens. And then they don't. But at the end of day, there is no deal if you don't get 75 percent.

It is what it is. It happens or doesn't happen. We hope it happens because we think it's in the best interest of our client, because it is expedited money for them, as opposed to waiting 20 years at a number we think is reasonable and fair for them under the circumstances. So we want them to vote for it. We recommend they vote for it. That is all that is basically saying. We have to protect them. We have to -- we can't keep suing Pfizer, because we can't -- it doesn't help anyone to do that.

Q The next condition is that under E, this is, again, "condition to Pfizer's obligation to make payment, is that Pfizer will have entered into binding settlement agreements with claimants holding in the aggregate in the sole judgment of Pfizer claims equaling 75 percent of the outstanding potential personal injury claims against the Pfizer-protected parties." See that?

A Yes. That is what I just told you about. That is 75 percent.

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claims against Pfizer and Quigley that didn't exist as clients or participate in the pre-petition settlement agreement?

A They didn't exist as clients, we didn't represent them -- well, they definitely didn't. If we didn't represent them, they definitely didn't participate through us.

Q Yes. That may have been. 2004, August of 2004 you entered into the settlement. The second vote, the one on the Fourth Amended --

A 2008.

Q -- takes place in March 2008, almost four years later.

My question is: By the time of that vote, had you acquired additional asbestos tort victims as clients who were not represented by you at the time of the pre-petition settlement?

A I am sure --

MR. WILSON: Objection.

THE WITNESS: -- I am sure we picked up new clients, but not that many. What happened was you had the big tort reform push, federal level, so the amount of claims dropped off dramatically around that time. The amount of

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new claims we picked up since then was de minimis. But, you know, whether they voted or not, I have no clue, right now sitting here.

If you want me to go try to find out, I could try to find out not. Right now I can't, but it would take me a little while.

Q I will make a representation to you that in the course of discovery in this case one of the bodies of information that were provided to us was the voting database by the ballot agent. And in that database they, among other things, record for any particular law firm claimants, those claimants that say they participated in the Pfizer settlement agreement and those claimants that did not.

With respect to claimants that voted under your law firm, Kelley and Ferraro, according to the ballot database that was provided to us, 11,762 claimants identified or were identified as participating in the Pfizer settlement agreement, and 15,262 claimants were identified as not participating in the Pfizer settlement.

My question is: Do those numbers sound accurate to you?

A This is in 2008?

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MR. WILSON: Objection. Assumes facts not in evidence. No foundation.

THE WITNESS: I have no clue how that happened. I don't believe we picked up 15,000 clients before '08, unless they were referred in by other firms, which is possible. I would have to check. I have no clue what you're talking about, no clue whatsoever.

However, you know, if we had new clients in, you know, we very may well have recommended they vote that way, because we thought it was a good deal.

BY MR. STOLL:

Q Would a client that you acquired after the pre-petition settlement agreement be permitted to share in the settlement amount that was negotiated on behalf of --

A No. But there is -- do you want to know why?

Q Sure.

A Because they were part of the deal.

Q Because they were or were not?

A They were not part of the deal. But if that deal blows up, that deal has an effect on

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future clients, big time effect on future clients. If the Pfizer deals blows out, they are going to be backlogged behind all these Pfizer claims for the next 10 years.

Even though they came in after the fact, it is in their best interest that they missed that deal because they didn't exist as clients then. It is still in their best interest to vote in favor of the deal. Otherwise, if that deal falls apart, we have a backlog in all our -- all the filed cases would be backlogged behind the blown-up deal. We would not want that to happen.

We recommend for anyone coming in to vote in favor of it, because it is a deal that is done, get it off the books, and move on to the next one.

Like I said before, some plaintiffs have 100 different targets. And to have that deal blow up for a future client that is in our office now, four years down the road, is not a good thing for that client.

Q For a future client?

A It is not.

Q Even though they don't get any money on any other deal?

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EXHIBIT C

1 PAUL STREET
2 UNITED STATES BANKRUPTCY COURT
3 SOUTHERN DISTRICT OF NEW YORK
4 -----x

5 In re:

6 QUIGLEY COMPANY, INC.,

Chapter 11

Case No. 04-15739

7 Debtors.
8 -----x
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January 23, 2009

9:06 a.m.

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15 Deposition of PAUL STREET, pursuant to notice,
16 taken by the Ad-Hoc Committee of Tort Victims,
17 at the offices of Consor & Associates, 1655
18 Palm Beach Lakes Boulevard, West Palm Beach,
19 Florida, before Kelli Ann Willis, a Registered
20 Professional Reporter, Certified Realtime
21 Reporter and Notary Public within and for the
22 State of Florida.
23
24
25

PAUL STREET

'08.

We will not permit him to testify to matters you should have covered in the first seven hours of his deposition.

MR. COOK: I join in that objection, and note that in the prior deposition transcript, Pages 10 through 34, Page 39, Pages 88 and 89 of Mr. Street's deposition dealt with the same subject matter. And I have a letter dated November 3 from Mr. Arnold, stating that we would not be covering topics previously covered in the June 4, '07 deposition.

Mr. Arnold specifically said: "For starters, it is certainly not our intention to redepose witnesses on the same topics that have already been covered in prior depositions and ask the same questions that have already" -- there's a typo here, "been answered." End of quote.

BY MR. JONAS:

Q. Mr. Street, unless you are instructed not to answer a question, the general rules of the road are for you to answer the question.

MR. RATHKOPF: He's been instructed not to

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PAUL STREET

answer.

MR. JONAS: That's your instructions?

MR. RATHKOPF: That's correct.

MR. JONAS: Okay.

MR. RATHKOPF: And if you ask any question that pertains to an event prior to June 4th, 2007, he will be instructed and is instructed not to answer.

MR. JONAS: Well, I'm going to conduct my deposition and I will ask the questions. And if you feel compelled, you will put on the record that -- you'll instruct him not to answer.

MR. RATHKOPF: Proceed.

BY MR. JONAS:

Q. Mr. Street, when did your involvement with Quigley Company conclude?

A. March of 2008.

Q. And what were the circumstances surrounding the conclusion of your involvement with Quigley?

A. I resigned.

Q. And why did you resign?

A. Personal reasons.

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PAUL STREET

Q. What were those reasons?

A. I -- my father had recently passed away, and my informed 86-year-old mother needed a significant amount of help with winding up his estate and a significant amount of my time on personal matters, and I decided that the Quigley matter was taking too much time and not giving me enough time to spend taking care of my mother.

Amongst -- that was my principal reason.

Q. And in March of 2008, when you resigned, did you submit a letter of resignation?

A. No.

Q. How did you effect your resignation?

A. I called the individual members of the board and I called Mr. Cook, and told them -- and I called Ms. Jenkins, and told them of my intention to resign.

Q. And who were -- when you say "members of the board," do you mean the Quigley board?

A. Members of the Quigley board.

Q. Who were the members of the board that you contacted?

A. Kevin Altit and Charles Rabin.

Q. And including yourself at that time, the

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PAUL STREET

three of you composed the entire Quigley board?

A. Yes.

Q. Do you remember the date that your resignation became effective?

A. It was the end of March.

Q. That's March 31st?

A. Yes.

Q. Let's just talk about March of 2008 for a minute. How much time, in March of 2008, did you spend on Quigley-related matters?

A. I don't have a point estimate. I would say between quarter and a half of my time, my working time.

Q. Would you say that a quarter and a half would be between 10 and 20 hours a week?

A. During the time I was involved with Quigley, somewhere in that order.

Q. And was that, to use your words, the time you were involved with Quigley, was your time commitment generally or the time that you spent, 10 to 20 hours a week, was it generally constant throughout your involvement with Quigley?

A. Well, it had its ups and downs, but it was generally within that range.

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EXHIBIT D

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In Re:

QUIGLEY COMPANY, INC.,

Debtor

TELEPHONIC DEPOSITION OF KEVIN ALTIT

New York, New York
Thursday, June 7, 2007

Reported by:

JEFFREY BENZ, CRR, RMR

JOB NO. 11839b

1 Altit

2 right word, individually, in lieu of the
3 community of claimants against -- against the
4 company.

5 And it would allow the company to
6 prepare and present the plan that would allow it
7 to reorganize itself and try to come out of the
8 Chapter 11 proceeding as an ongoing basis, and
9 therefore allow its -- its claimants, present
10 and future, to receive more assets and be
11 benefit -- be benefited from the whole
12 procedure.

13 Q. Was there anybody from Pfizer at that
14 meeting?

15 A. Not that I recall, sir.

16 Q. Was there any discussion about
17 possible benefits that Pfizer would receive as a
18 result of Quiqley's bankruptcy filing?

19 A. No.

20 Q. So ultimately, a resolution was
21 proposed to authorize the company to enter
22 bankruptcy. Is that correct?

23 A. Yes.

24 Q. And that was a decision that was made
25 by the board; is that correct?

EXHIBIT E

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

- - - - -X

In Re:
QUIGLEY COMPANY, INC.,
Debtor

- - - - -X

DEPOSITION OF CHARLES RAEBURN

New York, New York
Thursday, June 7, 2007

Reported by:
JEFFREY BENZ, CRR, RMR
JOB NO. 11839a

1 Raeburn

2 motive, but I presume it was because he felt
3 that it was in the best interest of Quiqley to
4 do so.

5 **Q. I want to understand from the board**
6 **and perspective, and specifically from your**
7 **perspective as a director, why did you -- did**
8 **you vote in favor of a Chapter 11 filing?**

9 A. Yes, I did.

10 **Q. Why?**

11 A. Because I believed, based upon
12 recommendation from the CEO of the company and
13 the advice of counsel, that this was in the best
14 interest of the Quiqley company.

15 **Q. Okay. Why? What was going to be**
16 **achieved through a Chapter 11 filing?**

17 A. That this would be a way that the
18 assets of the company could be maximized for
19 ultimate recovery by the creditors of the
20 company.

21 **Q. Has the dollar value of Pfizer's**
22 **secured claim changed over time?**

23 A. I don't know.

24 **Q. Do you know whether or not that claim**
25 **accrues interest?**

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1 Raeburn

2 A. I don't know.

3 **Q. Do you know what rate it accrues**
4 **interest?**

5 A. No, I don't.

6 **Q. Who negotiated the interest rate on**
7 **the secured claim between Pfizer and Quiqley?**

8 A. I don't know.

9 **Q. Did the board of directors of Quiqley**
10 **approve the interest rate?**

11 A. I don't know, sitting here today,
12 whether or not we approved anything with respect
13 to the secured loan, or even if it predated my
14 coming on the board.

15 **Q. Uh-huh. Is Quiqley the beneficiary of**
16 **a debtor-in-possession financing facility?**

17 A. I don't -- I'm not sure that I
18 understand what a debtor-in-possession financing
19 facility is.

20 **Q. Does Quiqley have any post-petition**
21 **loans?**

22 A. I believe Pfizer may loan it money,
23 but I -- I really don't know that.

24 **Q. Okay. To the extent that Pfizer has**
25 **made loans to Quiqley on a post-petition basis,**

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1 Raeburn

2 **are you aware of the magnitude of those loans?**

3 A. No.

4 **Q. Do you know at what interest Pfizer**
5 **accrues claims against Quiqley on account of**
6 **that loan?**

7 A. No.

8 **Q. Do you know in terms of payment**
9 **priorities whether or not Pfizer is entitled to**
10 **get paid back on that loan before creditors**
11 **receive any value?**

12 A. I don't know.

13 **Q. Other than its claims-handling**
14 **business, are you aware of any other business**
15 **operations that reorganized Quiqley is designed**
16 **to have?**

17 A. No.

18 **Q. Have you ever seen any documentation**
19 **referring or relating to certain drug lines that**
20 **are going to be dedicated by Pfizer to Quiqley?**

21 A. I remember there was a proposal at one
22 point that Pfizer would do so, and I believe
23 that proposal has now been dropped.

24 **Q. Okay. But in any event, the board of**
25 **Quiqley has not, to your knowledge, resolved to**

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1 Raeburn

2 **go into the -- the drug business.**

3 A. No, we have not.

4 **Q. And that is a determination that you**
5 **would suspect would be taken to the board before**
6 **implementing.**

7 A. Yes.

8 MR. WEISFELNER: I think we need a
9 five-minute break. I want to see if
10 there's anything I'm missing, Michael.

11 MR. COOK: Okay.

12 MR. WEISFELNER: Okay.

13 (Recess from 11:14 to 11:32.)

14 BY MR. WEISFELNER:

15 **Q. Aside from the law firm of Schulte**
16 **Roth & Zabel, what other professionals has**
17 **Quiqley retained in its Chapter 11 case?**

18 A. They are our sole attorneys. I don't
19 remember whether we've ever retained any other
20 professional firms.

21 **Q. I think you identified the futures**
22 **claim representative as Al Togut.**

23 A. If that's his correct name, yes,
24 that's who I'm referring to.

25 **Q. How was Mr. Togut selected as the**

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EXHIBIT F

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EXHIBIT G

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EXHIBIT H

1 UNITED STATES BANKRUPTCY COURT
2 SOUTHERN DISTRICT OF NEW YORK
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5 In Re: Quigley Company, Inc.,)
6 Debtor.)
7)
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11 C O N F I D E N T I A L
12 DEPOSITION OF RONALD B. RUBIN
13 Rockville, Maryland
14 Friday, January 30, 2009
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23 Reported by:

24 MARY ANN PAYONK, RMR-CRR, CCP, CBC, CLR

25 JOB NO. 20689

1 R. Rubin - CONFIDENTIAL

2 processing of their claims?

3 A. Well, there's that, and they have to
4 confirm in writing they haven't breached their
5 covenants and its corporate law-type provisions,
6 so I didn't want to exclude, and they're probably
7 pretty important, so --

8 Q. I'm just --

9 A. Okay.

10 Q. Okay. What was the purpose of
11 conditioning or delaying one half of the payment
12 until after bankruptcy court approval of the plan
13 of reorganization?

14 MS. FROST: Objection, form.

15 A. Well, actually, this was a
16 compromise. Speaking for me, I wanted to delay
17 payment a hundred percent until later.

18 Q. "Later," being after the confirmation
19 of the plan of reorganization?

20 A. Actually, I wanted to have it until
21 after the Supreme Court had denied the petition
22 for writ of certiorari.

23 But that was not acceptable to the
24 plaintiffs. Their view generally -- and I think
25 they were pretty uniform in this -- was, look,

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1 R. Rubin - CONFIDENTIAL

2 between -- if there's a filing and the automatic
3 stay goes into effect, for some period of time,
4 possibly for some long period of time --
5 apparently, it's been a long time -- we're going
6 to have to forebear by operation of federal law
7 from bringing our claims which would otherwise --
8 many of which come to trial in the tort system.
9 So as consideration for that forbearance, we want
10 something.

11 I mean, this went back and forth and
12 back and forth. This wasn't -- this didn't
13 spring from the brow of Zeus.

14 Q. Whether it be the --

15 VIA TELEPHONE: Due to inactivity
16 in your conference, this call will be
17 terminated unless you press the digit
18 "1" on your touchtone phone.

19 THE WITNESS: They have the
20 opportunity, but they're not obligated
21 to attend, okay?

22 VIA TELEPHONE: Could somebody in
23 the deposition push 1, please?

24 THE WITNESS: I did, yes.

25 VIA TELEPHONE: Thank you.

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1 R. Rubin - CONFIDENTIAL

2 BY MR. STOLL:

3 Q. Whether it be the 50 percent
4 provision that's set forth in 4.2C of the Pfizer
5 settlement agreement, or your original desire,
6 which was the entire payment after all rights of
7 appeal had expired --

8 A. Including a petition for writ of
9 certiorari denied by the Supreme Court.

10 Q. Understood.

11 A. For granted, we would have more time.

12 Q. Is it fair to say that the actual
13 provision or your desired provision was for the
14 purposes of ensuring that the settling plaintiffs
15 would vote in favor of the consensual plan?

16 MS. FROST: Objection, form.

17 A. No.

18 Q. What was the purpose of the delay?

19 A. My purpose was if I was going to do
20 this, I wanted world peace. If it was going to
21 work, great. Be happy to pay for peace. But if
22 it's not going to work, I'm not happy to give
23 away all that money.

24 So it was my sense that if I'm going
25 to exit the tort system, I want to exit the tort

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1 R. Rubin - CONFIDENTIAL

2 system as completely and finally as I can;
3 otherwise, I'm not interested -- not that it's my
4 money -- in giving away that kind of money to
5 anybody, ever.

6 Q. When you say "work," for the plan to
7 work --

8 A. It would be acceptable to the courts.

9 Q. Right. You understood that one of
10 the requirements of it being acceptable to the
11 courts is compliance with the requirements of
12 Section 524(g); correct?

13 MS. FROST: Objection to form.

14 A. I don't think it's optional on the
15 Court's part.

16 Q. Correct. One of those requirements
17 is that 75 percent of claimants vote in favor of
18 the plan; correct?

19 A. I knew there had to be a vote. I
20 knew that there had to be a vote under the
21 auspices of a court in a way that was acceptable
22 to federal judges, and that if that could be
23 accomplished and it was acceptable to the
24 bankruptcy court, the district court, possibly
25 even the Second Circuit, and I was out of the

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EXHIBIT I

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In Re: Quigley Company, Inc.,
Debtor,

-----x

* * * CONTAINS CONFIDENTIAL PORTION * * *

DEPOSITION OF SANFORD N. BERLAND
New York, New York
December 16, 2008

Reported by:
MARY F. BOWMAN, RPR, CRR
JOB NO. 19881

BERLAND

A. I'm not aware of any instances in which the substantive requirements of the settlements, that is the overall need for medical documentation on the one hand and exposure documentation on the other, were dispensed with.

There may have been situations -- and this goes back to the CCR period and perhaps earlier to the ACF, where if information had already been obtained through the litigation process, through discovery, or was otherwise available to the parties, particularly for low level, comparatively inexpensive settlements, duplicative documentation would not necessarily be required.

Q. I am sorry, I must admit I got a little bit lost in your answer. Maybe we could try a yes or no. Are you aware of any instances in which Pfizer granted a waiver under this subsection?

A. Again, I've answered the question as best I can. And what I have said was I'm not aware of any situations in which the substantive requirements of documentation of medical

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BERLAND

condition on the one hand and appropriate information concerning product exposure was dispensed with.

There may have been situations where certain particular documents weren't submitted because the information had already been obtained through the litigation process or through formal discovery or otherwise, but I'm not aware of any situation where the fundamental requirements of proof of medical condition on the one hand and product exposure on the other were waived.

MS. FROST: Mr. Jones, for the record, you will recall we have designated another witness on behalf of Pfizer in terms of the 30(b)(6) notice on this category of question.

MR. JONAS: Last question on this.

Q. Where would you go or where would one go in order to be able to provide details as to what waivers of deficiencies Pfizer granted? Do you know?

A. I'm not aware of any waivers of deficiencies.

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BERLAND

Q. Assuming -- if, in fact, there were some -- where would one go in order to cull that information?

A. One would go to two places, at least, and there may be others. One would be the entity that processed the claim and gathered documentation.

The other would be the law firm that maintained the documentation with respect to that particular claimant's claim. And there may be other sources. Could be situations where national counsel had the information, as opposed to local counsel, or where settlement counsel, in the course of negotiation, was provided with information about groups of claimants; for example, job site information, purchase records applicable to the overall job site, and that sort of thing. So there are at least two places and possibly other places to go to obtain that information.

Q. Is it your general understanding under the prepetition global settlement agreements the settling plaintiffs were paid 50 percent -- I'll

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BERLAND

say shortly after execution. I appreciate there is date restrictions on that -- generally were paid 50 percent at some point reasonably after execution and promised a second 50 percent upon the effective date of a Quigley plan?

A. I think you have to go through the settlement agreements and look at the point in time at which eligibility for payment would mature, which typically would require -- you would have to go through these, submission of certain information, releases and so on before a payment could be released to the claimant or the claimant's attorney.

Q. What about the second 50 percent? That's the -- only one condition on the payment of that, which is the effective date of a Quigley plan, correct?

A. Correct.

Q. Why was the second 50 percent payment conditioned on the effective date of a Quigley plan?

A. It was, as I understand it, the other way around. It had been Pfizer's preference to have the entire payment wait until there had

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BERLAND

been a global resolution; in other words, effectuation of the overall objective of addressing the liability. But plaintiffs' firms pushed back and wanted payment earlier. So the compromise was 50/50.

Q. One more question and we can hopefully move off this document.

At the bottom of page 11, rolling over to 12, you will see recovery of settlement amount, subparagraph B there, "Settling plaintiffs will be entitled to assert a prepetition claim against Quigley," et cetera, and then it goes on to say, "provided, however, to the extent the trust assets are insufficient to satisfy 100 percent of the value, under the trust distribution procedures, each settling plaintiff agrees to reduce its distribution to 10 percent." Do you see that?

A. I don't. But I am familiar with the provision. Tell me where you are.

Q. It's on a number of pages in, page 11 of the settlement agreement, rolls over to 12.

A. OK.

Q. I appreciate you have testified

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BERLAND

before, I will ask two or three questions and we will be done on this.

What was the genesis of that provision?

A. Discussions with the future claimants' representative.

Q. And that is something that he requested?

A. That's my understanding.

Q. And this provision was later waived, correct?

A. It was, correct.

Q. And that was -- it was a Pfizer decision to waive that provision?

A. The genesis of it was effectively objections made by the ad hoc committee to the formulation, and in deference to that, and the judge's ruling on it, Pfizer decided to waive that provision.

Q. And were you involved in that decision by Pfizer?

MS. FROST: Objection, form.

A. In the broadest sense, yes. In terms of -- I am getting into privileged areas here.

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BERLAND

You need to instruct me. It was -- the discussions, at least my involvement were privileged.

Q. Do you know, did Quigley approve that waiver?

MS. FROST: Objection, form.

Q. If you know?

A. It certainly involved input from the futures -- future claimants' representative, and I assume, but I have was not privy to discussions with Quigley with respect to that.

Q. So you don't know whether Quigley approved the waiver?

A. If Quigley's approval was required, since the waiver occurred, I assume they approved.

Q. OK, but you're -- I am not trying to argue with you --

A. I was not part of whatever discussions occurred with Quigley with respect to that.

Q. OK.

(Exhibit 10, Proof of Claim with attachment marked for identification, as of this date.)

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BERLAND

Q. Showing you what has been marked as Exhibit 10, which is the proof of claim, unsecured proof of claim filed by Quigley in the -- filed by Pfizer in the Quigley bankruptcy case, and I want to draw your attention to the page numbered in Exhibit A, which is the fourth page in, it is page number 2, and the subheading, "Pfizer's Post-petition Payment to Settling Plaintiffs on Behalf of Quigley."

A. Yes.

Q. Can you explain that to me, what the basis of that part of the claim is?

A. Again?

Q. I'm not sure you have. If you have, I will know quickly.

A. I did. In my prior deposition, I did.

Q. OK, can you just explain it to me quickly.

A. And I haven't gained any new knowledge about it in the --

Q. No new knowledge?

A. -- in the interim.

Q. Why don't you give it a try.

A. My best recollection at this remove --

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EXHIBIT J

1 UNITED STATES BANKRUPTCY COURT
2 SOUTHERN DISTRICT OF NEW YORK

3 IN RE: . Chapter 11
4 .
5 . Case No. 04-15739 (SMB)
6 QUIGLEY COMPANY, INC. .
7 .
8 . New York, New York
9 Debtors. . Thursday, December 18, 2008
10 . 11:13 a.m.
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21 TRANSCRIPT OF MOTIONS AND STATUS CONFERENCE
22 BEFORE THE HONORABLE STUART M. BERNSTEIN
23 UNITED STATES BANKRUPTCY JUDGE

24 APPEARANCES:

25 For the Debtors: Michael L. Cook, Esq.
Victoria A. Lepore, Esq.
SCHULTE, ROTH & ZABEL, LLP
919 Third Avenue
New York, New York 10022
For Pfizer: John H. Bae, Esq.
CADWALADER, WICKERSHAM & TAFT, LLP
One World Financial Center
New York, New York 10281

(Appearances Continued)

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by Court Personnel

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produced by transcription service.

1 will reiterate what was stated in the brief paper put in, and
2 that is that the Future Claims Rep believed that he has fully
3 carried out his duties pursuant to this Court's order of
4 appointment.

5 THE COURT: ' A bold position?

6 MR. RATNER: Yes. Yes. In effectively representing
7 the interest of all future claimants of Quigley who may assert
8 demands in the future against Quigley and its affiliated
9 entities based on exposure to Quigley products. And I think
10 this Court has correctly identified the issues in its early
11 questions to the Ad Hoc Committee about -- you know, there is a
12 single constituency here that is being represented.

13 THE COURT: Okay.

14 MR. RATNER: Thank you, Your Honor.

15 THE COURT: I'm going to deny the motion for summary
16 judgment. Initially -- when the motion was -- it was an issue
17 of whether -- what the statute required. It's clear that the
18 statute doesn't require the appointment of multiple futures
19 representatives. We've had the arguments and the briefs that
20 it uses the singular and the statute contemplates that there
21 will be third-party non-debtor releases, which is not to say
22 that in appropriate circumstances the Court can't or shouldn't
23 appoint an additional -- one or more additional futures
24 representatives. But, I cannot conclude as a matter of law
25 that Mr. Togut cannot adequately represent both the future

1 Quigley creditors and the future Pfizer creditors, because as I
2 see the case -- or at least I haven't been shown, that their
3 interests are any different. Every -- let me put it this way,
4 every derivative Pfizer claim by definition has a tagalong
5 direct Quigley claim, that's what makes it a derivative claim.
6 So that all of the future constituents, none of whom have
7 obviously settled with Pfizer, have the same claim against
8 Pfizer and the same claim against Quigley.

9 Sure the claims have different strengths, but that's
10 true of every -- everybody in the creditor body and a single
11 committee still represents the creditors. But the basis of the
12 liability is the same. And the current future representative
13 can represent that constituency, which all have the same
14 interest against Quigley and Pfizer, and that interest is to
15 get enough money for the futures. So the motion is denied for
16 the reasons stated on the record.

17 Next.

18 MR. BAE: Your Honor, John Bae with Cadwalader on
19 behalf of Pfizer.

20 The next item, I think it's the last item, is Pfizer's
21 motion for a protective order.

22 THE COURT: Right.

23 MR. BAE: Just by way of background, Your Honor --
24 I'll try to be brief since we've said quite a bit in our
25 papers. The genesis of this motion was never about Pfizer

EXHIBIT K

REDACTED

EXHIBIT L

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE: QUIGLEY COMPANY, INC. DEBTOR

30(B) (6) DEPOSITION OF
MORRIS, SAKALARIOS & BLACKWELL, PLLC
(TONY SAKALARIOS)

APPEARANCES NOTED HEREIN

TAKEN AT INSTANCE OF: DEFENDANTS
DATE: JANUARY 27, 2009
PLACE: MORRIS, SAKALARIOS & BLACKWELL
1817 HARDY STREET
HATTIESBURG, MISSISSIPPI
TIME: 10:06 A.M.

REPORTED BY: TODD J. DAVIS
CSR #1406, RPR

1 TONY SAKALARIOS

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2 reorganization for Quigley?

3 A. No. I can tell you that.

4 Q. Okay.

5 A. Absolutely not.

6 Q. And I take it you had no understanding
7 of what the ultimate plan of reorganization that
8 Quigley was -- that was going to propose would
9 be --

10 A. I don't know and don't care. Because my
11 understanding was, either way I'm going to get
12 paid. So I don't care.

13 Q. Okay. And --

14 A. Well, I say I don't care. I do care
15 when the plan comes out how it's going to affect
16 my clients as to the remaining Quigley liability
17 to my clients. I care about that.

18 Q. Okay.

19 A. Okay? But as far as Pfizer is concerned
20 and this settlement agreement is concerned, I
21 didn't care what that plan said as to -- as to
22 Pfizer. Because I understood if Pfizer gets
23 relief, they get relief. But, hell, they're going
24 to get relief when I give them a release when they
25 pay me anyway, so what do I care?

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1 TONY SAKALARIOS

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2 Q. Hypothetically, though, if you're wrong
3 about that, meaning --

4 A. What do you mean?

5 Q. Let me finish the question, please.

6 A. Okay.

7 Q. If the payments are two-tiered, meaning
8 you get one-half of the payment for your
9 particular client once it's -- their claim is
10 processed and the other half only if the plan of
11 reorganization is approved?

12 A. That's not my understanding of how it
13 worked. You know, I --

14 Q. Well, I'll represent to you that that --
15 that's exactly how it works.

16 A. Well, that's how you say it. We'll see
17 if it -- if it don't get confirmed and I file a
18 motion to compel settlement agreement, we'll see
19 what the Court says.

20 Q. Okay. Okay.

21 A. They'll either give it to me or they
22 won't.

23 Q. Okay. So -- so you're saying that's
24 never been your understanding?

25 A. I'm saying that it -- I'm going to live

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1 TONY SAKALARIOS

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2 by whatever I signed. And if the court says
3 that's the way it is -- or if when I have my
4 lawyers look at it, they say, "Well, we didn't
5 understand it that way either," but that's the way
6 it shakes out and I signed it, I'm going to live
7 by it.

8 Q. Okay.

9 A. You understand me?

10 Q. Uh-huh (affirmative response).

11 A. But I'm representing you as we sit here
12 today that was not my understanding.

13 Q. Okay. That's fair enough.

14 A. Okay.

15 Q. And -- and so when you -- strike that.
16 Let me ask it this way.

17 During the course of the
18 bankruptcy, do you recall receiving materials
19 which asked you either to get your clients or on
20 behalf of your clients to vote in favor of the
21 plan of reorganization that was approved?

22 A. I'm sure we have. I've had other
23 lawyers in the firm that handle that, and they do
24 that; and I'm sure that we have.

25 Q. Okay. But are you aware that there were

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1 TONY SAKALARIOS

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2 two separate votes?

3 A. You know, I'm telling you and
4 representing to you that I have other lawyers in
5 the firm that handle that end of it.

6 Q. Yep.

7 A. And I can't speak whether there was one
8 vote, two votes. They look at that. They assess
9 it. They bring it to me. As one of the managing
10 partners, I sign off on it.

11 But I -- you know, just like
12 anything else, when you have lawyers representing
13 large firms, you've got to delegate duties and
14 trust their judgment in these things.

15 And so with respect to voting
16 whether a plan is good or not, they look at that.
17 They have meetings. They assess whether it's good
18 for our clients or not. They tell me what their
19 opinion is. And they're lawyers. They're
20 supposed to vote. And they're seasoned lawyers.

21 And so I -- I take their opinions,
22 and I take the appropriate conduct.

23 Q. Okay. And you understand, sir, I'm not
24 trying to be difficult with you. I'm just
25 trying --

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EXHIBIT M

1

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE: QUIGLEY COMPANY, INC. DEBTOR

30 (B) (6) DEPOSITION OF
DEAKLE-COUCH LAW FIRM
(JOHN DEAKLE)

APPEARANCES NOTED HEREIN

TAKEN AT INSTANCE OF: DEFENDANTS
DATE: JANUARY 27, 2009
PLACE: DEAKLE-COUCH LAW FIRM
802 NORTH MAIN STREET
HATTIESBURG, MISSISSIPPI
TIME: 1:08 P.M.

REPORTED BY: TODD J. DAVIS
CSR #1406, RPR

JOHN DEAKLE

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A. Yes. Yes, I have.

BY MR. STOLL:

Q. So you have a sense of the magnitude of that overall settlement if it is paid?

A. Yes.

Q. And with -- and those very same claimants are entitled to file claims under the bankruptcy plan as proposed by Quigley, correct?

A. I'm sorry? Say again.

Q. Those very same claimants -- claimants of yours -- your clients, that are part of the settlement with Pfizer -- are also able to file claims against Quigley under the plan as they have proposed it? Fair?

MS. FROST: Objection to form.

A. That would call for assumption on my part. I don't know.

BY MR. STOLL:

Q. Okay. So as you sit here today, you don't know, for example, if a client -- if one of your claim -- one of your clients has the disease of mesothelioma, for example, and is processing a claim under the Pfizer settlement agreement, you don't know whether that same individual can file a

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JOHN DEAKLE

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meso claim -- a mesothelioma claim under the -- against the trust under the bankruptcy plan?

A. Are you asking is it -- as it appears today in Exhibit 8?

Q. Yes.

A. Or whether or not you're successful in torpedoing the plan?

Q. Oh, no. No. If it's -- if it's approved?

A. I'm aware that if it's approved, there will be another payment to my clients. I'm not aware of the mechanism -- of the mechanics of us getting to that.

Q. Okay. But have you spent any time in calculating the value to your clients of the payments that will be available to them under the trust if it's -- if the plan is approved?

A. Individually, yes.

Q. Okay. And have you compared that with the value that will -- is achieved under the settlement with Pfizer?

A. Say that again.

Q. Sure. Have you compared the value to be received under the plan with the value to be

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JOHN DEAKLE

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received under the settlement with Pfizer?

A. No.

Q. Okay. Do you have individual asbestos clients who were not clients of yours at the time that you entered into the settlement agreement with Pfizer?

A. Yes.

Q. Okay. Are those individual claimants -- clients entitled to file claims under the Pfizer settlement agreement?

A. I'm afraid I may be divulging the terms of that agreement that the Court has ordered to be filed in camera and to be confidential if I answer that.

MS. GUICE: And you may not do that.

BY MR. STOLL:

Q. Okay. Do you know an individual named Ron Reuben?

A. No. I don't believe I do. I used to know a guy named Reuben that ran a television station here. I'm sure that's --

Q. Not the same one.

A. Not the...

Q. Okay. Do you know an individual named

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JOHN DEAKLE

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Michael Rosen?

A. No. I'm just a little fish in a little pond down here in Hattiesburg. I don't -- I'm afraid I don't travel those circles.

Q. Okay. I'm going to ask a question about the settlement agreement with Pfizer. I'll ask it -- I'll try to ask it generically --

A. Okay.

Q. -- and see if we get anywhere with it. Under the settlement agreement with Pfizer, was there a requirement for your clients -- well, strike that.

Under the settlement agreement with Pfizer, based on Exhibits 5 and 6, which are the two packets, there was the requirement that you, on behalf of your clients, identify their exposure to asbestos, correct?

A. I believe that's correct.

Q. And if we were to look at, say -- let's look at Exhibit 5.

A. Okay. Which one? Which --

Q. Let's just look at the first one.

A. Mr. Alford?

Q. Yeah. If I can find my pile -- which I

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EXHIBIT N

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ALAN KELLMAN
UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In Re:
QUIGLEY COMPANY, INC.,
Debtor. Case No. 1:2006cv03077

The Deposition of ALAN KELLMAN,
Taken at 645 Griswold Street, Suite 1370,
Detroit, Michigan,
Commencing at 1:36 p.m.,
Wednesday, November 12, 2008,
Before Joanne M. Kippert, CSR-2592, RPR, RMR, CRR.

CONTAINS CONFIDENTIAL PORTIONS

1 ALAN KELLMAN CONFIDENTIAL

2 A. No, no, very small.

3 Q. Hand full?

4 A. Hand full.

5 MR. ARNOLD: Let's take a break now.

6 (Break at 2:40 p.m.)

7 (Back on the record at 2:51 p.m.)

8 MR. ARNOLD: We're back on. Sara, you're
9 not there yet, right?

10 MR. SMITH: Trick question.

11 MR. ARNOLD: I e-mailed her on a break and
12 told her we had taken a break, and we were still going
13 to be going through the settlement agreements to some
14 extent when we got back.

15 BY MR. ARNOLD:

16 Q. Under the settlement agreement that you reached with
17 Pfizer and Quigley, can you describe, as you recall it,
18 the nature of what claims were, in fact, settled and/or
19 released under the agreement, the structure of it? Is
20 it fair to say that as structured in the settlement
21 agreement you signed, your firm settled in full claims
22 against Pfizer?

23 A. Yes.

24 Q. Okay. Your firm did not settle in full claims against
25 Quigley?

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1 ALAN KELLMAN CONFIDENTIAL

2 A. Correct.

3 Q. How did that situation come about?

4 A. I can say with a great deal of certainty with respect
5 to the malignancy claims that that was a negotiated
6 point that we were leaving open, you know, the ability
7 to go back against Quigley for full value. And the
8 nonmalignancies was a subject of negotiation. And, I
9 mean, the whole thing was just -- it was negotiated.

10 Q. And what's your recollection of the substance of the
11 negotiations regarding the partial resolution of
12 Quigley claims?

13 A. I don't know that I have a particular recollection
14 other than whatever the discussion was, it ultimately
15 resulted in the signed agreement.

16 Q. The signed agreement, you're aware, has a provision by
17 which your claimants agreed to forego 90 percent of any
18 recovery against the Quigley trust if certain
19 conditions were met. Do you recall that provision of
20 the agreement?

21 A. Right. Except for the malignancy claims.

22 Q. Can you --

23 A. As I'm remembering it correctly, but let me look. I
24 guess we're talking second injuries, second injury,
25 okay.

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1 ALAN KELLMAN CONFIDENTIAL

2 Q. It does have a second injure provision?

3 A. Yes, yeah.

4 Q. Where if somebody gets --

5 A. Yeah, yeah.

6 Q. So aside from that second injury provision, which is in
7 the agreement, I'm focusing on the provision by which
8 your claimants would release or agree to forego 90
9 percent of any recovery from the Quigley trust post
10 petition?

11 A. Right.

12 Q. Do you recall any discussion about that particular
13 provision during those conversations with Mr. Rozen and
14 Mr. Rubin?

15 A. Not particularly, no. I mean, it was obviously there.
16 I mean, I was aware of it, but I can't really tell you
17 the substance of any discussion.

18 Q. Do you recall whether it was there in the first draft
19 of the proposed settlement agreement that you saw?

20 A. No, I don't recall.

21 Q. Do you recall if that was something that you proposed?

22 A. I did not propose that.

23 Q. Did you ever ask whether or not you could just settle
24 100 percent of your Quigley claims at the time?

25 A. Not that I recall.

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1 ALAN KELLMAN CONFIDENTIAL

2 Q. So you don't recall any discussion with Pfizer with Mr.
3 Rozen, or Mr. Rubin, or Pfizer, Quigley representatives
4 during this time at which you proposed settling Quigley
5 claims in their entirety?

6 A. Correct.

7 Q. At the time you were having these discussions, did you
8 have any -- were you shown any documentation or told
9 any verbal communications concerning the proposed trust
10 distribution procedures?

11 A. No.

12 Q. Was there any discussion or communications concerning
13 the proposed payment percentage under the Quigley plan?

14 A. No.

15 Q. Did you have any ability during these communications
16 and discussions to assess what that 10 percent
17 remainder against the Quigley trust would be?

18 A. No.

19 Q. Pfizer made no representations to you as to what, you
20 know, what you could expect to recover on behalf of
21 your claimant for that 10 percent?

22 A. No.

23 Q. From your perspective in negotiating the overall
24 settlement, did it matter whether that 10 percent
25 against Quigley was worth a dime or a thousand dollars?

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1 ALAN KELLMAN CONFIDENTIAL

2 A. Sure, it would matter.

3 Q. I guess what I'm trying to get at was the money being
4 offered by Pfizer sufficient enough such that anything
5 else the 10 percent you might get from the Quigley
6 trust was, you know, gravy, or was it -- I'm just
7 trying to understand what your, you know, you're making
8 the deal, and agreeing to give up 90 percent of a
9 number.

10 A. Most of the money that gets paid to my clients is for
11 malignancy claims, and that money I preserved. I mean,
12 that money I obviously was getting more than -- I was
13 getting more than nonmalignancy under the deal, and I
14 was preserving the second injury claims for the
15 nonmalignancy clients, which is important to me.

16 Q. Okay. So the 10 percent remainder for the
17 nonmalignancies was not that important in the grand
18 scheme of things?

19 A. I don't want to say it's not important.

20 Q. But in any event, you don't recall any discussions with
21 Pfizer about what that represented?

22 A. No, I do not.

23 Q. And you never approached Pfizer from the point of view
24 of, you know, if you're paying me X to settle Pfizer
25 claims, and 90 percent of Quigley claim, make it X plus
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1 ALAN KELLMAN CONFIDENTIAL

2 Y and settle the whole thing?

3 A. I did not.

4 Q. Looking at the settlement agreement, page 11, the
5 section 2.3 settlement amounts?

6 A. Yes.

7 Q. And there's a chart beneath that. Total number of
8 settling plaintiffs 27,377. Total settlement amount of
9 approximately \$13 million. I believe you testified
10 before this was one of the areas that you do recall
11 negotiating?

12 A. The bottom line, yes.

13 Q. Describe those negotiations for me?

14 A. There was some back and forth, and we made a demand,
15 and they said no. And they made a counter, and we said
16 no. And we made a demand, and they said no. And
17 eventually we got to this rather strange number.

18 Q. Do you recall who made the first -- whether you made a
19 demand, or they made an offer first?

20 A. Oh, boy. I don't actually.

21 Q. At some point you had to either make an initial demand
22 or a counteroffer?

23 A. Yes.

24 Q. When you were coming up with your figures?

25 A. Yes.

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1 ALAN KELLMAN CONFIDENTIAL

2 Q. What were you using as a marker? Did you have
3 historical settlement information how much you would
4 settle previous claims for Quigley for?

5 A. No, we did not. I have obviously information from a
6 number of different bankruptcies that we have
7 participated in over the years from the very small such
8 as H.K. Porter, you know, to Manville. I didn't have
9 OCF at the time but, you know, I had a number of values
10 and we had, let's see, at that point I would have had
11 some approved procedures with values in a shipyard case
12 out of Florida called American Shipbuilding/Tampa
13 shipyards, Steinbrenner's yards down there in Tampa, or
14 actually up here also. And Lykes Brothers was another
15 where we had some procedures and values. And, you
16 know, there's all sorts of factors that go into this,
17 because you have the ship owners. You know, we name
18 ship owners and manufacturers. So there are still a
19 number of defendants left in our cases even after all
20 the bankruptcies are taken care of.

21 Q. The American Shipyards and Lykes cases that you were
22 talking about, were Pfizer or Quigley defendants in
23 those cases, to your recollection?

24 A. In some of the Lykes Brothers cases Quigley would have
25 been named.

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1 ALAN KELLMAN CONFIDENTIAL

2 Q. But had you reached settlements with Quigley?

3 A. No, no, no. You had asked me sort of what am I using
4 to evaluate these numbers.

5 Q. Yes.

6 A. And I'm saying that there were a number of bankrupt
7 entities that had their own trust distribution
8 procedures with values, and I'm just throwing out a
9 couple more that are not national that we participated
10 in.

11 Q. And I guess, you know, trying to cut to the chase, is
12 it fair to say that when you were -- you had to come to
13 a number that you were comfortable with?

14 A. Yes.

15 Q. In arriving at that number for your clients, did you
16 have any historical settlement data points with either
17 Pfizer or Quigley to put into that matrix?

18 A. I did not.

19 Q. During your discussions with Mr. Rozen or Mr. Rubin,
20 did either of them make any reference to your firm's
21 prior settlement history with Pfizer or Quigley as
22 being a benchmark to be used for valuing these claims?

23 A. I can't recall. If anything, they would have pointed
24 out the fact that there probably was no settlement
25 history. They used that as a point as to why we should

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EXHIBIT O

REDACTED

EXHIBIT P

1 UNITED STATES BANKRUPTCY COURT
2 SOUTHERN DISTRICT OF NEW YORK
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6 In Re: Quigley Company, Inc.,)
7 Debtor.)
8)
9

10
11
12 DEPOSITION OF PETER G. ANGELOS
13 Baltimore, Maryland
14 Friday, February 6, 2009
15
16
17
18
19
20
21
22

23 Reported by:
24 MARY ANN PAYONK, RMR-CRR
25 JOB NO. 20692

1 **P. Angelos**

2 **Mr. Angelos, are any discussions that you --**

3 A. Excuse me. Kilnoiz.

4 **Q. All right, thank you.**

5 I want to focus on any discussions
6 that you would have had with anyone who was
7 representing Pfizer in an effort to arrive at a
8 settlement of your claims against Pfizer before
9 the Quigley bankruptcy.

10 A. I believe it was -- the first person
11 was Ken Feinberg. Also, of course Mike Rozen at
12 one point or another.

13 **Q. And you remember when Mr. Rozen and**
14 **Mr. Feinberg approached you about settling their**
15 **claims in anticipation of a Quigley bankruptcy?**

16 A. Having read those depositions, I get
17 the date 2003, 2004. I guess thereabouts. But
18 we weren't involved in, you know, the bankruptcy
19 proceedings that were occurring throughout the
20 country with various manufacturers, that is, our
21 office.

22 We had our cases, we were trying our
23 cases, and we were not participating in the same
24 way that I think Mr. Cooney and Mr. Weitz were.

25 **Q. All right. And you in your answer**

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1 **P. Angelos**

2 referred to reading the depositions. You're
3 talking about the deposition of Mr. Weitz and the
4 deposition of --

5 A. I read those two last night to see
6 what this was all about.

7 **Q. All right. And after reading this --**

8 A. And I still don't know.

9 **Q. Maybe it will become clear as I ask**
10 **you some questions.**

11 A. All right. Good.

12 **Q. Let's go back to what we were talking**
13 **about, and that is conversation between you -- or**
14 **with Mr. Rozen and Mr. Feinberg. And you**
15 **understood that they were at that point speaking**
16 **to you on behalf of Pfizer; correct?**

17 A. The combination, Quigley/Pfizer.
18 There was some kind of a pact between the two.

19 Seems to me that Pfizer was trying to
20 piggyback on top of the Quigley bankruptcy to try
21 to absolve itself of its exposure. That was my
22 analysis. They didn't tell me that.

23 **Q. All right. When they had**
24 **conversations with you, they were -- these**
25 **conversations were about settling your claims**

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1 **P. Angelos**

2 **against Pfizer; correct?**

3 A. No, I think they were talking about
4 both. While we made -- we contended that they
5 were inextricably involved, they didn't debate
6 that. They were just talking about let's try to
7 resolve the cases that you have where your
8 claimants or clients are claiming they were
9 exposed to products of Quigley, Pfizer, call it
10 what you like, but --

11 **Q. And you said from reading Mr. Weitz**
12 **and Mr. Cooney's depositions, you -- your**
13 **recollection is that was in around the 2002-2003**
14 **time frame?**

15 A. I think that was the time.

16 **Q. Okay.**

17 A. When they began to -- they came here
18 and talked about this.

19 **Q. All right. And by "came here,"**
20 **you're talking about your office here in**
21 **Baltimore?**

22 A. In the office here, right.

23 **Q. Tell me again who was present at the**
24 **meeting from the Law Offices of Peter Angelos.**

25 A. When they first came to Baltimore?

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1 **P. Angelos**

2 **Q. Yes.**

3 A. I think it was just me with Ken
4 Feinberg initially. Later, Rozen was involved.
5 I don't know -- I think the two of them were here
6 together once, maybe twice.

7 **Q. All right.**

8 A. And Deano would -- and I think
9 George.

10 **Q. Were there more than two meetings**
11 **that you participated in? Or do you only recall**
12 **two?**

13 A. Well, I know Ken Feinberg. He was a
14 special master here for a while, and I came to
15 know him. So there may have been more meetings
16 than two or three with him about various things.
17 And maybe that came up.

18 Rozen, I believe it was once or
19 twice, although I think he had meetings with
20 Deano with George. But I really left most of
21 that to Deano and George.

22 **Q. All right. Well, let me just focus**
23 **on the meetings that you attended.**

24 A. Sure.

25 **Q. And you said you would have meetings**

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1 P. Angelos

2 with Mr. Feinberg on other matters, and perhaps
3 the subject of a Pfizer settlement might come up.

4 A. Well, he and I became friends from
5 the contact we had when he was serving as special
6 master in our Circuit Court. So yes, we talked
7 about a variety of things, politics, etc., etc.
8 He's a big booster of Senator Kennedy, and so am
9 I, so we'd talk about that and various other
10 subjects.

11 Q. At one of these meetings, did you and
12 Mr. Rozen, or you and perhaps some people from
13 your firm, attempt to reconcile case lists, that
14 is, to make sure that the cases that you believe
15 you had pending against Pfizer matched up with
16 the cases that Pfizer believed you had pending
17 against Pfizer?

18 A. Yes. But primarily, Deano and George
19 would put that all together.

20 Q. All right.

21 A. Deano being the chief individual in
22 charge of that kind of activity.

23 Q. During the meetings that you had with
24 Mr. Rozen, did you discuss values that you
25 thought were appropriate to settle your cases

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1 P. Angelos

2 with Pfizer?

3 A. I think I discussed values, but I
4 didn't think they were appropriate.

5 You know, he would sort of negotiate,
6 in a sense, but he was really a big -- you know,
7 if you know Mike, he's a good negotiator, he's
8 kind of cute, and he's trying to find out where
9 you are.

10 But they were -- as I said before,
11 they were instigating the discussions. I wasn't
12 interested in talking to them about settling all
13 our cases. I was more interested in having all
14 our cases tried as expeditiously as possible in
15 our courts.

16 They came to me, and they talked
17 about it. And it was all cordial and friendly,
18 in a sense, professionally.

19 Q. Okay. During the meeting when you
20 were discussing values that you thought would be
21 appropriate to settle your pending cases against
22 Pfizer, did you suggest a figure of \$150 million?

23 A. That number came up after much
24 discussion between me and George, Deano in
25 particular. But most of that work in determining

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1 P. Angelos

2 what they -- we thought those cases should settle
3 for, what kind of a discount would be applied in
4 the event there was a bulk settlement and we
5 could get the monies to our clients more quickly,
6 obviously, than trying the cases in light of the
7 fact that these cases were not given enough
8 judicial resources to get them moving through the
9 court systems.

10 Now, whether that was accidental or
11 deliberate, obviously because of that slow
12 movement, we were interested if somebody talked
13 about moving all the cases of a particular
14 manufacturer at a given time in a group. And I
15 think that number evolved from those discussions.

16 Q. All right. Did Mr. Rozen ever
17 suggest a number that -- or Mr. Feinberg, for
18 that matter, ever suggest a number to you that
19 they thought would be appropriate for Pfizer to
20 pay to settle all of your cases?

21 A. They never made a concrete offer.
22 They talked about numbers. It was more of a --
23 how would you put it? They were really trying to
24 find out where we were, which is obviously part
25 of their approach to working out a deal with

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1 P. Angelos

2 anybody. And -- but as far as saying here,
3 here's an offer in writing, or verbally, for your
4 cases, this is what we will pay, the answer's no.

5 Q. Okay. After these couple of meetings
6 in either 2002 or 2003, did you have any further
7 conversations with Mr. Rozen or Mr. Feinberg at
8 which you discussed numbers or case lists, you
9 know, attempting to reconcile the number of cases
10 that you had? Or did that --

11 A. I basically left that to Deano.

12 Q. Okay. So you --

13 A. Although I did meet with Ken
14 Feinberg, and I may have seen Mike a couple of
15 times, but strictly on a sort of semi-social
16 basis.

17 Q. All right. What I want to do is
18 really make sure that I have gotten from you
19 everything that you remember specifically about
20 meeting with Mr. Rozen or Mr. Feinberg to discuss
21 either case values or the number of cases that
22 your firm had against Pfizer in order to try to
23 reach a settlement. And have I basically
24 explored all of that? Gotten all of the
25 information?

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EXHIBIT Q

1 UNITED STATES BANKRUPTCY COURT
2 SOUTHERN DISTRICT OF NEW YORK
3 IN RE:) Chapter 11
4 QUIGLEY COMPANY, INC.,) Case No.: 04-15739 (PCB)
5 Debtors.)

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12 The discovery deposition of JOHN D. COONEY,
13 taken in the above-entitled cause, before
14 Elizabeth L. Vela, a notary public of Cook County,
15 Illinois, on the 28th day of September, 2007 at the
16 time of 9:47 a.m. at 120 North LaSalle Street,
17 Chicago, Illinois, pursuant to Notice.

18

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20

21

22

23

24 Reported by: Elizabeth L. Vela, CSR

25 License No.: 084-003650

ELISA DREIER
REPORTING CORP.

950 Third Avenue Telephone: 212-557-5558
New York, New York 10022 Fax: 212-557-0050
Email: production@courtreportingedrc.com

1 of conversations or negotiations with Pfizer
2 representatives concerning prepetition settlements
3 prior to the Quigley bankruptcy?

4 A. I don't want to speak for them, but I
5 would be surprised.

6 I mean, I know they've had conversations
7 with representatives of Pfizer. And I've been in
8 rooms when they have had them.

9 So you know, aside from the
10 characterization of what the conversations were,
11 have I talked to Mike Rosen and Ron Ruben, has
12 Perry Weitz? I'm sure they have. That's --

13 Q. So it wouldn't be fair to characterize
14 those conversations as being Cooney & Conway was
15 shut out of the prepetition settlement negotiation
16 conversation process?

17 A. Of course it would be, because I can have
18 a conversation with anybody about anything, but the
19 substance of the conversation is what matters.

20 Q. So it's your position that you were shut
21 out of any prepetition settlement negotiations with
22 Pfizer?

23 A. No. I think Pfizer made a financial
24 decision that -- hell, it's not my assumption,
25 because I was told it.

EXHIBIT R

1
2 UNITED STATES BANKRUPTCY COURT
3 SOUTHERN DISTRICT OF NEW YORK
4

-----X
5 IN RE: QUIGLEY COMPANY, INC.
6 Debtor.
-----X

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9 VIDEOTAPED
10 DEPOSITION OF PERRY WEITZ
11 New York, New York
12 Tuesday, February 3, 2009
13
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20

21 Reported by:
FRANCIS X. FREDERICK, CSR, RPR, RMR
22 JOB NO. 20690
23
24
25

1 P. WEITZ
 2 pre-pack scenario conversations?
 3 Q. No. I intend to talk --
 4 A. No, no, no. I -- no, I'm just
 5 trying to get a --
 6 Q. Yeah, right.
 7 A. You're going from the docket deal
 8 to now when Michael and I spoke about the --
 9 two years later when Quigley was going to file
 10 and they had the present plan. I just want to
 11 clarify.
 12 Q. All right. Let me start over.
 13 A. Okay.
 14 Q. You said in response to my
 15 question about whether there was ever any
 16 discussion between you and Mr. Rozen about
 17 doing an aggregate settlement of your entire
 18 docket --
 19 A. Right.
 20 Q. -- when I was actually talking
 21 about the 2001 understanding that you and he
 22 reached about the processing thing, you
 23 volunteered that you had a meeting with Mr.
 24 Rozen in about 2002 to discuss settling all of
 25 your cases against Pfizer and Quigley in
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1 P. WEITZ
 2 one negotiation.
 3 Then there were completely
 4 different negotiations about two years later
 5 when this plan was being considered to be --
 6 to be filed.
 7 Q. All right. So I want to make sure
 8 I understand it.
 9 Your testimony is that in 2002 Mr.
 10 Rozen approached you, Perry Weitz, to help --
 11 A. Mr. Rozen and Mr. Feinberg.
 12 Q. Right. You said Mr. Feinberg.
 13 A. Right.
 14 Q. Was it your memory of the meeting
 15 that they wanted you to, one, settle your
 16 cases with them, but also take the lead in
 17 helping to put together other settlements with
 18 other plaintiffs' firms?
 19 A. Yeah. I had just finished
 20 negotiating I think the Owens Corning national
 21 settlement program, the Haliburton deal, and I
 22 think the Honeywell deal, or that might have
 23 come a little later. They knew about the
 24 success that I had had in getting those deals
 25 done. And it at that time made sense for
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1 P. WEITZ
 2 anticipation of Quigley filing a bankruptcy.
 3 MR. JONAS: Objection. You can
 4 answer if you can. I'm not sure there's
 5 a question.
 6 Q. Okay. I'll ask a question.
 7 With that background which I hope
 8 will fix you on the time period I want to
 9 focus on and the subject I want to focus on,
 10 did you and Mr. Rozen, before Quigley filed
 11 its bankruptcy, have discussions about how to
 12 resolve Weitz & Luxemburg's cases as part of
 13 the bankruptcy?
 14 A. Two separate conversations. One
 15 was about two years before they actually filed
 16 where they wanted me to negotiate a pre-pack
 17 and take the lead on it with them because I
 18 had -- I had one of the highest valued
 19 inventories against Pfizer. When you
 20 extrapolate out what they were paying me per
 21 claim and you look at my inventory cases,
 22 mesos and lung cancers, and the values that
 23 they were paying and non-malignants, it was a
 24 very high number. So it made sense for them
 25 to come to me and negotiate that. That was
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1 P. WEITZ
 2 them.
 3 Q. All right. And what did Mr. Rozen
 4 and Mr. Feinberg tell you about what they were
 5 planning to do and what they wanted your role
 6 to be?
 7 A. Well, the first thing they had to
 8 do was deal with the higher value
 9 jurisdictions. And I was, you know, certainly
 10 the highest or one of the highest value
 11 jurisdictions in the country to see if the
 12 they could get a deal done at a number that
 13 Pfizer would agree so.
 14 So the first thing is seeing if
 15 you can get your arms around a value that
 16 makes sense based upon the historical
 17 settlement history that Pfizer had with each
 18 of the law firms.
 19 And then seeing, you know, what
 20 kind of discount there would possibly be for
 21 them settling all the cases at once. And then
 22 seeing if Pfizer would be willing to pay that
 23 for their 524(g) relief.
 24 Q. And where did this meeting occur?
 25 A. It occurred -- there were several
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P. WEITZ

A. Never.

Q. Okay. I should have just asked that question first.

During the discussions that you had with Mr. Rozen leading up -- I shouldn't say leading up to it because it makes it sound like these discussions ended up in a bankruptcy. So let me rephrase it.

During the discussions that you had with Mr. Rozen in '04, prior to Quigley filing their petition, were there any other individuals involved with Mr. Rozen?

A. No.

Oh, I think Ron Rubin was around a couple of times for some lunches at the Four Seasons. And then I believe Mike Kelly from the law firm of Kelly & Ferraro tried to put Mike and I back together when things were sort of going in the wrong direction. And tried to play liaison in trying to get a deal done.

Q. Okay. Anyone else that you recall?

A. No.

Q. Okay. By this time did you have a

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P. WEITZ

BlackBerry --

A. Oh, Scott Gilbert.

Q. Okay.

A. Sorry. Scott Gilbert at one meeting we had. Or a breakfast meeting.

Q. Did Mr. -- did either Mr. Rubin or Mr. Gilbert make any offer -- not offers -- make any indication as to what they thought Pfizer might be willing to pay to settle with the Weitz & Luxemburg clients?

A. I don't recall. No, I don't -- not that I remember.

Q. Okay. When is the last time that you and Mr. Rozen had a communication, whether it was by e-mail, fax, telephone, face to face, about trying to reach a number that would be acceptable to you to settle your cases?

A. I think Mr. Rozen knows that if he was able to get the authority for the company that there's a number that he could get that I would resolve these cases for. I think that unfortunately he cannot do that so we have proceeded with the objections.

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P. WEITZ

Q. Okay. And you said that you think that Mr. Rozen knows the number that if he could get authority from the client you would accept on behalf of your clients.

A. I think he knows that if he got the 250 I would accept that.

Q. Okay. If Mr. Rozen told you in writing that he had authority from his client to pay you \$250 million to settle the cases with your clients would have you to communicate that offer to your clients?

A. Absolutely.

Q. And if your clients said no there would be no deal, right?

A. No deal.

Q. Okay.

A. I mean, I would counsel on why I think they should or should not take it individually. But -- but, you know, these settlements are all subject to clients' consent.

Q. Right. So there really has never been a number that you communicated to Mr. Rozen so that he could go to the client and

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P. WEITZ

say Mr. Weitz has all of his clients' permission to settle all of his cases for any number. That hasn't happened, has it?

A. Mr. Rozen has been settling cases with me for almost 20 years and I'd say I got about a hundred percent batting average with him.

Q. Okay. But the answer to my question is no, that hasn't happened, has it?

A. I don't know if that's the answer to your question because if I'm Mr. Rozen, he knows, and he's said it on many occasion, that if say I'm going to get a deal done I'm going to be able to communicate it to my client and I'm going to be able to explain to them why it's in their best interest to accept it. And in every deal he's done with me settling literally tens of thousands of cases over a very long period of time, we have -- there's never been a client that has caused a deal to fall apart.

Q. Okay. And in your dealings with Mr. Rozen, while he has been representing Pfizer, have you found that it's the same on

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1 P. WEITZ

2 would -- I would -- I told him that if he got
3 it in writing from his client, \$250 million,
4 and we were able to, you know, deal with some
5 of these other issues, I would consult my
6 clients and recommend the deal.

7 Q. Yeah. Actually what you told him
8 in a couple of e-mails is that if he would pay
9 you the money that you wanted he would get rid
10 of you as an objector or words to that effect,
11 correct?

12 A. I think that if he got the \$250 --
13 \$250 million I just said I would recommend the
14 deal to my clients.

15 Q. Right. And he would get rid of
16 you as an objector.

17 MR. JONAS: Objection.

18 A. Well, if my clients settle I'm no
19 longer an objector.

20 Q. Sure. Okay. I thought that was
21 obvious but, you know.

22 Now, you said that your case
23 values were -- I think you said it both ways,
24 the highest or among the highest in the
25 country with respect --

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1 P. WEITZ

2 A. Mine or Cooney's.

3 Q. I'm sorry?

4 A. Mine or Cooney's.

5 Q. Okay. And what is that belief
6 based upon?

7 A. It's based upon the numbers that
8 Pfizer was paying me per disease over a --
9 over a period of time. My settlement history
10 with them and extrapolating that out over my
11 inventory of cases and the disease mix.

12 Q. Right. But clearly, in order for
13 you to believe that your cases or Cooney's
14 cases have the highest per case values with
15 respect to Pfizer you have to have some
16 information about other payments that Pfizer's
17 made to other plaintiffs' firms.

18 A. I think that if you looked at
19 Pfizer's internal documents and you looked at
20 who they were paying annually the most money
21 to, you'll see that it was me and Cooney or
22 Cooney, then me, and there might have been
23 some other isolated cases that would pop up
24 around the country where they might have paid
25 more per case. But those people didn't have

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1 P. WEITZ

2 the inventory to make them a significant
3 player for Pfizer.

4 Q. When you referred to looking at
5 Pfizer's documents --

6 A. Could we just take a break to go
7 to the men room's?

8 Q. Yeah. Sure.

9 THE VIDEOGRAPHER: The time is now
10 12:01 p.m. We are now going off the
11 record.

12 (Recess taken.)

13 THE VIDEOGRAPHER: This is the
14 start of tape number three. The time is
15 now 12:12 p.m. We are now back on the
16 record.

17 BY MR. POWERS:

18 Q. Mr. Weitz, are you ready to
19 proceed?

20 A. Sure.

21 Q. Okay. Before we broke you had
22 answered one of my questions by -- about how
23 you knew what the case values for other
24 plaintiffs' firms were with respect to Pfizer
25 by saying you referred to Pfizer's documents.

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1 P. WEITZ

2 And what I want to ask you is did
3 you get the information about what other
4 plaintiffs' firms were receiving in
5 settlements from Pfizer by looking at Pfizer
6 documents?

7 A. I don't recall.

8 Q. Okay. What I want to know is how
9 you know what other plaintiffs' firms'
10 historical settlement numbers were with Pfizer
11 and Quigley.

12 A. Talking to other plaintiffs and I
13 think that when I was doing the pre-pack there
14 was some -- I had seen some historical
15 settlement numbers. And then I think we saw
16 them again in this litigation.

17 Q. Okay. In this litigation you're
18 talking about the litigation in the bankruptcy
19 matter.

20 A. Yes.

21 Q. Okay. Are you aware of what other
22 plaintiffs' firms are receiving in settlement
23 as -- in the Quigley bankruptcy?

24 A. I believe you produced that in
25 this litigation.

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EXHIBIT S

1 UNITED STATES BANKRUPTCY COURT
2 SOUTHERN DISTRICT OF NEW YORK

3 IN RE: . Case No. 04-15739 (smb)
4 .
5 QUIGLEY COMPANY, INC., et al, . New York, New York
6 . Tuesday, June 12, 2007
7 Debtors. . 10:05 a.m.
8

9 TRANSCRIPT OF
10 MOTION TO APPROVE INSURANCE SETTLEMENT
11 MOTION BY THE U.S. TRUSTEE TO DISMISS OR CONVERT
12 MOTION BY THE AD HOC COMMITTEE OF TORT VICTIMS FOR TRUSTEE
13 BEFORE THE HONORABLE STUART M. BERNSTEIN
14 CHIEF UNITED STATES BANKRUPTCY JUDGE

15 APPEARANCES:

16 For the Debtors: Lawrence V. Gelber, Esq.
17 Michael L. Cook, Esq.
18 Jessica L. Fainman, Esq.
19 SCHULTE, ROTH & ZABEL, LLP
20 919 Third Avenue
21 New York, New York 10022
22 For The U.S. Trustee: Greg M. Zipes, Esq.
23 Serene Nakano, Esq.
24 OFFICE OF THE U.S. TRUSTEE
25 33 Whitehall Street, 21st Floor
New York, New York 10004

(Appearances Continued)

19 Audio Operator: Electronically Recorded
by Michelle Brown, ECRO
20
21 Transcription Company: Rand Transcript Service, Inc.
22 80 Broad Street, Fifth Floor
23 New York, New York 10004
24 (212) 504-2919
25 www.randtranscript.com

24 Proceedings recorded by electronic sound recording,
25 transcript produced by transcription service.

1 certainly puts the cart before the horse. And now let me
2 just talk practically, Judge.

3 As a practical matter, you know it and I know it and
4 everyone in this courthouse knows it. This case, from the
5 perspective of the dissenting members, is all about the view,
6 trying not to editorialize it, that there wasn't enough money
7 offered in settlement by Pfizer for my clients to be willing
8 to accept it.

9 From our perspective, and we will demonstrate as
10 part of the bad-faith case, when and if we ever get to it,
11 that the amounts that they offered to us were historically
12 very, very light in terms of the amounts that they were
13 paying historically to settle those similar claims; that the
14 settlements they did get with 171,000 claims were very, very
15 cheap settlements from people that historically they weren't
16 very worried about. They went out and, we think, sort of
17 manufactured these settlements in order to get to the eight-
18 percent level.

19 My point is this. In terms of a dynamic that's ever
20 going to suggest to Pfizer that Pfizer ought to re-think
21 whether or not it wants to consider resolution with my
22 constituency, with the other objecting parties that are out
23 there that joined in our motion for a trustee, that support
24 the conversion dismissal motion, Pfizer has to be told for
25 once in the last three years it's not going to get it's way.

EXHIBIT T

Michael Rozen

From: pweitz
Sent: Tuesday, December 20, 2005 8:50 AM
To: Michael Rozen
Subject: Re: P: despite your racing out at the end, it was good to see you yesterday. It's been far too long since
Attachments: Mime.822

My clients have nothing to lose and everything to gain. your positions have not only created enormous credibility issues between you and me but I'm outraged by the numbers you paid everyone else (historicals) and are refusing to pay us ! Save your nonsense excuses for someone who doesn't know better ! By the way nobody would care if I was paid differently they just care that I stop objecting !

REDACTED

Original Message

From: "Michael Rozen" <mkrozen@feinberggroup.com>
Date: Tue, 20 Dec 2005 08:40:06
To: <pweitz@mycingular.blackberry.net>, <pweitz@weitzlux.com>
Subject: P: despite your racing out at the end, it was good to see you yesterday. It's been far too long since

P: despite your racing out at the end, it was good to see you yesterday. It's been far too long since we've hung out, so let's make a definitive plan for early in '06.

let me ask you one question....what is to be gained by your seemingly hardline position? set aside the number for a minute and just look at "terms." you know full well that it's impossible, for multiple reasons, to do anything different for you than for others, on either front, so seeking such a substantial difference can only be designed to kill any possibility of getting something done. but, i ask myself, why come to the meeting and say at the outset that you want to make a deal, only to set up a condition that you know is impossible to meet, thereby undermining the thing you said you wanted to achieve? It doesn't make any sense. As to the dollars, while you may feel aggrieved about how Quig has played out so far, what is to be gained by continuing to fight? (a) you will lose the vote; (b) you will likely lose before the bankruptcy court and we will have a confirmed plan, which will cause us to pay the remaining 50% to the participants; (c) your best case is on appeal, and we all know how uncertain a road that is; (d) even if you prevail, years from now, on an appeal, Quig is still a limited fund and there is simply no way to get blood from a stone, unless (e) you somehow persuade a court to pierce the veil, which we both know (and all of your brethren have conceded) is about as unlikely a possibility as any we've ever discussed. So, where does that leave us? I'm not in your shoes, so maybe there is something i don't fully comprehend, however it seems to me that the "best" result here, under the circumstances, is to make the

5/6/2008

Quig deal and stop being an objector. /

REDACTED

whatever the case, i hope you have a relaxing and enjoyable holiday and
i look forward to seeing you in early January.

M

Sent via BlackBerry a service from AT&T Wireless.

5/6/2008

EXHIBIT U

REDACTED

EXHIBIT V

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CONFIDENTIAL - M. ROZEN
UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK
-----x
In Re: Quigley Company, Inc.,
Debtor.
-----x

CONFIDENTIAL VIDEOTAPED
DEPOSITION OF MICHAEL K. ROZEN
New York, New York
Tuesday, February 3, 2009

Reported by:
KATHY S. KLEPFER, RMR, RPR, CRR, CLR
JOB NO. 20830

1 CONFIDENTIAL - M. ROZEN
 2 (Rozen Exhibit 1, Declaration of
 3 Michael K. Rozen in Support of Motion of
 4 Pfizer Inc For a Protective Order Pursuant
 5 to Federal Rules of Civil Procedure 26(c)
 6 and 30(d), marked for identification, as of
 7 this date.)
 8 Q. Exhibit 1 is entitled Declaration of
 9 Michael K. Rozen in Support of Motion of Pfizer
 10 Inc. For Protective Order pursuant to Federal
 11 Rules of Civil Procedure 26(c) and 30(d).
 12 Have you seen this document before,
 13 sir?
 14 A. I have.
 15 Q. And on page 13, it indicates that you
 16 are the signatory, although that's a conformed
 17 signature, I guess, signature block. Do you see
 18 that?
 19 A. Uh-huh. Yes.
 20 Q. But you reviewed this affidavit and
 21 signed it and believed it to be true at the time
 22 that you presented it to the court?
 23 A. Yes.
 24 Q. I want you to look at paragraph 2, if
 25 you would, please, in which you say that for
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1 CONFIDENTIAL - M. ROZEN
 2 counsel for no less than a dozen defendants in
 3 the nationwide asbestos litigation.
 4 What defendants did you represent over
 5 that time period?
 6 A. I have represented, among others,
 7 Rapid American, Owens-Corning, GAF, Pfizer,
 8 obviously -- I'm not going to remember them
 9 all -- IMO, Warren. Probably a handful of
 10 others. I can't recall as I sit here.
 11 Q. Okay. You say you've been involved in
 12 the resolution of hundreds of thousands of
 13 claims. Do you see that?
 14 A. Yes.
 15 Q. Over what time period are we talking
 16 about?
 17 A. From whenever I first got involved
 18 with asbestos, which would have been Brooklyn
 19 Naval Shipyard consolidation timeframe, which is
 20 probably '89, '90, through to the present.
 21 Q. And in resolving or settling asbestos
 22 claims, what were the factors that you evaluated
 23 in order to allow you to reach a recommendation
 24 for a client as to the appropriate resolution of
 25 any claim?
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1 CONFIDENTIAL - M. ROZEN
 2 more than five years you served as a special
 3 master for asbestos litigation through a joint
 4 appointment by Justice Helen Friedman and -- of
 5 the New York State Supreme Court and Federal
 6 District Judge Jack Weinstein. Do you see that?
 7 A. I do.
 8 Q. When was that, sir?
 9 A. I would have to look back at my
 10 records to be sure. It probably started in or
 11 about the time I left Kaye Scholer and continued
 12 for five years or so thereafter.
 13 Q. So sometime between 1993 and 1998?
 14 A. Yeah, I mean, I'm not going to say
 15 that those are the exact dates. Probably in and
 16 around that timeframe.
 17 Q. And as a special master, what was your
 18 function?
 19 A. Anything that the court wanted me to
 20 do, including management of the case inventory
 21 and/or convening settlement negotiations and/or
 22 making discovery rulings or what have you.
 23 Whatever the courts needed.
 24 Q. And then you say, same paragraph, you
 25 say, subsequently, you served as settlement
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1 CONFIDENTIAL - M. ROZEN
 2 MS. FROST: Objection. Form.
 3 THE WITNESS: Are you asking me if
 4 there is a specific list of factors that I
 5 considered uniformly --
 6 BY MR. STOLL:
 7 Q. No.
 8 A. -- in --
 9 Because there isn't one.
 10 Q. Okay.
 11 A. There are a myriad of things that, you
 12 know, doesn't lend itself to the abstract kind
 13 of answer that you seem to be seeking from me.
 14 It depends on the circumstances of the company,
 15 it depends on the circumstances of the case.
 16 If you want to give me specifics, I
 17 might be able to better answer it for you, but
 18 there are any one of a number of factors that
 19 have to do with the cases and the jurisdictions
 20 and the company and its posture and what other
 21 things they have going on among a very, very
 22 wide range of considerations that all depend on
 23 the circumstances.
 24 Q. So if I distill that down, each
 25 settlement is unique?
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1 **CONFIDENTIAL - M. ROZEN**
 2 **portfolio is more valuable than if it were -- if**
 3 **the proportion were differently?**
 4 A. To the extent that your question is if
 5 I have hypothetically the exact same lawyers in
 6 the exact same jurisdictions with the exact same
 7 number of cases at the exact same timeframe, and
 8 given that hypothetical, one of them has all
 9 mesos and the mirror image of it has all
 10 non-malignants, would I, under those exact same
 11 circumstances, value the one with mesos higher?
 12 Probably.
 13 Q. And I take it by your -- by the
 14 answer, as you were bracketing that up to make
 15 it apples and apples, that one of the factors
 16 that you look at in valuing a plaintiff law
 17 firm's inventory is the plaintiff law firm
 18 itself?
 19 A. Sometimes.
 20 Q. Is that fair?
 21 A. Sometimes.
 22 Q. And what about the plaintiff law firm
 23 is important in valuing the inventory of claims
 24 that they represent?
 25 A. Well, look, let's be clear. There
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1 **CONFIDENTIAL - M. ROZEN**
 2 are, as I've said now countless times, there are
 3 a variety of factors that I might use at any
 4 given point in time. To the extent you want to
 5 try to keep isolating individual factors,
 6 plaintiff law firm matters probably only to the
 7 extent of their experience in this, but I don't
 8 think that one -- or, I certainly would not draw
 9 from that a bright rule that said that the more
 10 experienced is the more valuable. Sometimes you
 11 can be experienced and incapable of doing
 12 anything well, in which case it may be that you
 13 have a long track record of incompetence, so
 14 that might matter too.
 15 Q. Okay. And I take it from your
 16 practice you have a view as to which plaintiff
 17 law firms are competence or incompetent in
 18 handling asbestos cases?
 19 (Telephone interruption.)
 20 Q. I'm sorry. Let me go back and read
 21 that question.
 22 A. I remember the question.
 23 Q. You do?
 24 A. I don't think I would characterize any
 25 plaintiff law firm that I'd be willing to
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1 **CONFIDENTIAL - M. ROZEN**
 2 mention as incompetent. I think there are
 3 gradations of competence and, yes, I have views
 4 about that depending on the time and place and
 5 circumstances and what have you.
 6 Q. Do you consider Mr. Weitz to be
 7 incompetent in handling --
 8 A. Incompetent?
 9 Q. Incompetent in handling asbestos
 10 cases?
 11 MS. FROST: Objection. Form.
 12 THE WITNESS: No, I don't consider him
 13 to be incompetent.
 14 BY MR. STOLL:
 15 Q. Do you consider him to be competent?
 16 A. Him and his law firm? Yes.
 17 Q. Yes. How about Mr. Angelos, do you
 18 consider him to be incompetent or competent in
 19 handling asbestos cases?
 20 A. Competent.
 21 Q. How about Mr. Cooney, incompetent or
 22 competent?
 23 A. Competent.
 24 Q. Okay. You also mention in sentence 7
 25 after the --
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1 **CONFIDENTIAL - M. ROZEN**
 2 A. I'm sorry, sentence 7?
 3 Q. I'm sorry. Excuse me. In paragraph
 4 11, after the "disease mix and variety of other
 5 factors," you also identify historical practice.
 6 What did you mean by "historical
 7 practice" in paragraph 5 -- I'm sorry, in
 8 paragraph 11 on page 5.
 9 A. What I meant was a particular
 10 defendant's history of relations and dealings
 11 with any particular firm with which they had had
 12 prior settlements or prior litigation experience
 13 or what have you.
 14 Q. Do you know -- strike that. And how
 15 would the historical practice figure into your
 16 evaluation of a particular firm's inventory?
 17 A. I'm not sure what you're asking me.
 18 If what you're asking is, is it a -- one of a
 19 variety of factors? Yes, that's what I wrote
 20 here, yes.
 21 Q. And if -- is it fair to say that if
 22 the firm had a history of obtaining low values
 23 for their claimants, that that would, in part,
 24 cause you to value the claims on the low side?
 25 MS. FROST: Objection. Form.
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EXHIBIT W

REDACTED

EXHIBIT X

REDACTED

EXHIBIT Y

REDACTED

EXHIBIT Z

1 UNITED STATES BANKRUPTCY COURT
2 SOUTHERN DISTRICT OF NEW YORK

3 IN RE: . Case No. 04-15739 (smb)
4 .
5 QUIGLEY COMPANY, INC., et al, . New York, New York
6 . Thursday, July 12, 2007
7 Debtors. . 10:05 a.m.
8

9 TRANSCRIPT OF
10 OBJECTIONS TO DISCLOSURE STATEMENT
11 STATUS CONFERENCE ON TRUSTEE MOTION
12 FOR PRELIMINARY INJUNCTION
13 BEFORE THE HONORABLE STUART M. BERNSTEIN
14 CHIEF UNITED STATES BANKRUPTCY JUDGE

15 APPEARANCES: (On the Record)

16 For the Debtors: Lawrence V. Gelber, Esq.
17 Michael L. Cook, Esq.
18 SCHULTE, ROTH & ZABEL, LLP
19 919 Third Avenue
20 New York, New York 10022
21
22 For The U.S. Trustee: Greg M. Zipes, Esq.
23 OFFICE OF THE U.S. TRUSTEE
24 33 Whitehall Street, 21st Floor
25 New York, New York 10004

(Appearances Continued)

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1 plans, and no more."

2 For someone reading that, someone getting this, you
3 know, that's a helpful piece of information, and that's not
4 really anywhere -- you can't read the disclosure statement
5 and see that.

6 MR. COOK: If it's as non-controversial as he said,
7 I'm happy to consider it, and we'll kill a few more trees and
8 put it in.

9 THE COURT: It sounds to me like -- this sounds a
10 little argumentative, which -- it was said before that the
11 purpose of the increased contribution was to keep the non-
12 settling people at the same level, and raise the payments to
13 the people who went from ten percent to ninety percent.
14 That's what it was. Okay.

15 What I'm inclined to do with the disclosure
16 statement is I want to reserve decision on the two or two-
17 and-a-half legal issues that were raised, specifically, the -
18 - whether the language of the injunction, regardless of the
19 disputes that have been raised, exceeds the permissible scope
20 of 524(g). The bottom line is I think that can be resolved
21 by just putting 524(g), which you have in the plan, and not
22 describing by example the types of claims.

23 I think the more serious issue that I have is this
24 what I call the classification issue. Maybe it's an unequal
25 treatment issue. But, certainly, I can look at that as a

1 legal issue, whether the mere connection between the Pfizer
2 settlement and the confirmation of the plan somehow makes it
3 unconfirmable as a matter of law as presently proposed,
4 whether the settling creditors have to be separately
5 classified, which may cure at least any of that.

6 I don't know if you can confirm the plan, then, but
7 that's an issue I'm going to reserve decision on.

8 I know I have briefs. Do parties want to submit any
9 more legal authority, particularly on the classification
10 issue? Not this general stuff about similarly situated
11 claims should be separately --

12 MR. ZIRINSKY: No, but we'd like to specifically
13 address that issue, Your Honor. So we'd like some time to
14 put it --

15 THE COURT: All right. You want to submit
16 simultaneous briefs?

17 MR. ZIRINSKY: That would be fine.

18 MR. WEISFELNER: Well, it's their plan. I mean, I'd
19 like an opportunity to respond to whatever their argument is.

20 THE COURT: All right. When can you submit a --

21 MR. ZIRINSKY: I'd say within a week.

22 THE COURT: So the Pfizer/Quigley brief, I'll give
23 you a week from tomorrow. So that's the 20th.

24 Can you respond within a week?

25 MR. WEISFELNER: Certainly.

EXHIBIT aa

1 UNITED STATES BANKRUPTCY COURT
2 SOUTHERN DISTRICT OF NEW YORK

3 . Chapter 11
4 .
5 IN RE: . Case No. 04-15739 (SMB)
6 .
7 QUIGLEY COMPANY, INC. . New York, New York
8 . Tuesday, March 4, 2008
9 Debtors. . 10:11 a.m.
10
11 QUIGLEY COMPANY, INC., . Adv. Proc. No. 1-04-04262
12 .
13 Plaintiff, .
14 .
15 vs. .
16 .
17 A.C. COLEMAN, et al, .
18 .
19 Defendants. .
20

21 TRANSCRIPT OF MOTION
22 BEFORE THE HONORABLE STUART M. BERNSTEIN
23 CHIEF UNITED STATES BANKRUPTCY JUDGE

24 APPEARANCES:

25 For the Debtors: Michael L. Cook, Esq.
Jessica L. Fainman, Esq.
SCHULTE, ROTH & ZABEL, LLP
919 Third Avenue
New York, New York 10022

(Appearances Continued)

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1 THE COURT: Right.

2 MR. ARNOLD: But they have to be -- the ones that
3 are enjoined, based on the language of the statute, are those
4 that are based on mere ownership or involvement of the
5 management [sic].

6 THE COURT: The question I ask is when you put your
7 logo on it, you say Quigley, a subsidiary of Pfizer, and
8 assuming Pfizer participated in that decision or acquiesced
9 in it, why isn't that just a corporate ownership issue?

10 MR. ARNOLD: It's ancillary to corporate ownership.
11 If it was just ownership, if the decision -- and I do want to
12 point out that some of them -- not all of them say "a
13 subsidiary of."

14 THE COURT: I know.

15 MR. ARNOLD: So, you know, again, you've got at
16 least --

17 THE COURT: You think it makes a difference if it
18 says that or it just has the Pfizer logo on it?

19 MR. ARNOLD: I think it does. I think it does under
20 the restatement and the cases decided thereunder.

21 But the -- you know, again, it's not Pfizer's
22 ownership of Quigley that drives the claim. If Pfizer had
23 bought Quigley --

24 THE COURT: If Pfizer didn't own Quigley, you think
25 their logo would be on their purchase order?

1 MR. ARNOLD: There are cases where that has happened
2 because --

3 THE COURT: you think it would happen in this case?

4 MR. ARNOLD: Of course not. But I think you hit it
5 on the head, why did they put it there?

6 THE COURT: Well, I suppose that there are
7 circumstances under which, you know, they could have gotten
8 together and said, hey, this is good business, let's do it.

9 MR. ARNOLD: Exactly. And that decision -- that
10 decision gives rise to the claim, not the ownership. And --

11 THE COURT: So why not clarify the injunction to say
12 the mere placement of the logo doesn't give rise to a claim,
13 you have to prove that you essentially participated in a plan
14 to sell the product and trade on Pfizer's name?

15 MR. ARNOLD: Where does the discovery on that claim
16 -- are you then going to supervise --

17 THE COURT: No, not at all. Then you go back --
18 it's just define the parameter of the claim, then you go back
19 to state law and you take your discovery on why they put the
20 logo on. What's wrong with that?

21 MR. ARNOLD: With all due respect, I think if we go
22 back to the state court, then we're right here again.
23 They're going to say it's barred. I mean, they're trying to
24 stop the state court in their tracks.

25 THE COURT: Well, at some point somebody has got to